

BEFORE THE
PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

In the Matter of the Application of Sprint)
Long Distance, Inc. for Authority to Provide)
Resold and Facilities-Based Competitive)
Local Exchange Service)

DOCKET NO. 2005-407-C

EXHIBIT E

LOCAL EXCHANGE SERVICES

TARIFF SCHEDULE
APPLICABLE TO
LOCAL EXCHANGE SERVICES
WITHIN
THE STATE OF SOUTH CAROLINA
ISSUED BY
SPRINT LONG DISTANCE, INC.

South Carolina Public Service Commission
South Carolina P.S.C. Local Exchange Tariff No. 1

This Tariff Sprint Long Distance, Inc. South Carolina P.S.C. Local Exchange Tariff No. 1 replaces the prior South Carolina P.S.C. Local Exchange Tariff No. 1 in its entirety, effective OO OO, OOOO.

This Tariff contains the regulations and rates applicable for the furnishing of Local Exchange telecommunications services provided by Sprint Long Distance, Inc. within the State of South Carolina. This Tariff is on file with the South Carolina Public Service Commission.

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LOCAL EXCHANGE SERVICES

APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end user local exchange communications services by Sprint Long Distance, Inc. (Sprint), hereinafter referred to as the Company, to Customers within the state of South Carolina. Services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

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EXPLANATION OF SYMBOLS

When changes are made on any Tariff page, a revised page will be issued canceling the Tariff page affected; such changes will be identified through the use of the following symbols:

- C - To signify a "Change" in existing rate and/or regulation.
- D - To signify the "Deletion/Discontinuance" of rates, regulations, and/or text.
- I - To signify a rate "Increase."
- M - To signify matter "Moved/Relocated" within the Tariff with no change to the material.
- N - To signify "New" text, regulation, service, and/or rates.
- R - To signify a rate "Reduction."
- T - To signify a "Text Change" in Tariff, but no change in rate or regulation.
- Z - To signify a correction.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

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Trademarks and Service Marks Used in this Tariff

Below is a list of trademarks which may be used in this tariff. These designations will not be listed hereafter in the tariff. However, the laws regarding trademarks and service marks will still apply. Trademarks that are owned by Sprint cannot be used by another party without authorization.

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LOCAL EXCHANGE SERVICES

1. Definitions

Certain terms used generally throughout this Tariff for services furnished by the Company are defined below.

Access Line

A Telephone facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

Account

A Company accounting category containing one or more residential local exchange access lines billed to the same customer at the same address. The second or non-primary local exchange access line will not share any call allowances of the primary local exchange access line. Therefore, the second or non-primary local exchange access line will not be provisioned to include a separate call allowance structure. No features are included with the additional or non-primary local exchange access line.

Agent

A business representative, whose function is to modify, affect, accept performance of, or terminate contractual obligations between the Company, its applicants or Customers.

Applicant

A person who applies for telecommunications service, including persons seeking reconnection of their service after Company-initiated termination.

Application

A request made orally or in writing for telephone service.

Billing Cycle

The frequency with which customer bills are rendered. Customer bills are typically generated once each month. For purposes of billing, a month is considered to consist of thirty days.

LOCAL EXCHANGE SERVICES

1. Definitions (Continued)Building

A structure under one roof and of such a nature that it can in itself fulfill the requirements of a business or residence establishment, or both; or two or more structures that are connected by means of enclosed passageways (overhead bridges, subways, or a ground level) or common basements, permitting access from one building to the other, that are suitable for the routing, placing, and proper protection of inside applicable and wire type facilities. In no case can conduit be considered an enclosed passageway.

Central Office

A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting Customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

Class of Service

The categories of service generally available to the Customer, such as business and residential services.

Commission

The South Carolina Public Service Commission of the State of South Carolina.

Company

Sprint Communications Company L. P., the issuer of this Tariff.

Competitive Local Exchange Carrier (CLEC)

A common carrier that is issued a Certificate of Public Convenience and Necessity to provide local exchange telecommunications service for a geographic area specified by such carrier within the State of South Carolina.

Completed Call or Telephonic Communication

A call, or other telephonic communication, originated by a person or mechanical/electrical device from a telephone number to another telephone number which is answered by a person or mechanical/electrical device. The numbers may be located any distance apart within the state; and the communication may consist of voice, data, the combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time.

LOCAL EXCHANGE SERVICES

1. Definitions (Continued)Connecting Company

A corporation, association, partnership or individual owning or operating one or more telephone exchanges and with which communications services are interchanged.

Construction Charges

Separate charges made for the construction of facilities in excess of those contemplated under the rates quoted in this Tariff.

Continuous Property

Continuous property is defined as a plot of ground, together with any buildings thereon, occupied by the Customer; which is not separated by public thoroughfares or by property occupied by others.

Cost

The cost of labor and materials, which includes appropriate amounts to cover the Company's general operating and administrative expenses.

Customer

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the terms and conditions of this Tariff.

Customer Premises

A location designated by the customer for the purposes of connecting to the Company's services.

Customer Provided Equipment (CPE)

All communications systems, devices, apparatus and their associated wiring, provided by Customer.

Date of Presentation

Postmark date on billing or notice envelope.

Dedicated

A facility or equipment system or subsystem set aside for the sole use of a specific Customer. This term is generally used to describe higher capacity trunks used in typical commercial applications.

LOCAL EXCHANGE SERVICES

1. Definitions (Continued)Directory Listing

A publication in the ILECs alphabetical directory of information relative to a Customer's name or other identification and telephone number.

Disconnect Notice

The written notice sent to a Customer following billing, notifying the Customer that service will be discontinued if charges are not satisfied by the date specified on the notice.

End Office

Denotes the LEC switching system office or service wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access

A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the selected IXC's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the IXC.

Exchange/Exchange Area

A geographical area established for the administration of telephone service in a specified area, called the "Exchange Area", which usually embraces the city, town or village, and its surrounding area. It may contain one or more central offices together with the associated plant, equipment and facilities used in furnishing communication service within an exchange area.

Holiday

New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day.

Increment

Units of measurement defined as minutes, messages or other units charged to a Customer for use of service.

LOCAL EXCHANGE SERVICES

1. Definitions (Continued)Incumbent Local Exchange Carrier (ILEC)

ILEC refers to the dominant local exchange carrier(s) in an area also served by the Company.

Installation Charge

A nonrecurring charge made at the time of installation of communications service which may apply in place of or in addition to service charges and other applicable charges for service or equipment.

Interexchange Carrier (IXC)

See Long Distance Provider.

Interface (also see Point of Demarcation)

The term "Interface" denotes that point on the premises of the Customer at which provision is made for the connection of customer provided facilities or in a residence to facilities provided by the Company.

Interface Equipment

Equipment provided by the Company at the interface location to accomplish the direct electrical connection of facilities provided by the Company with facilities provided by the Customer.

Local Access and Transport Area (LATA)

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Calling Area

That geographic area throughout which a Customer of local exchange service obtains telephone service without payment of a toll charge. It includes the home exchange and may also include other nearby exchanges. A local calling area may consist of one, or more than one, central office areas.

LOCAL EXCHANGE SERVICES

1. Definitions (Continued)Local Exchange Service

The provision of an access line and usage within a local calling area for the transmission of one way and/or two-way interactive switched voice communication.

Long Distance Provider

A long distance telecommunications services provider, also known as IXC or Interexchange Carrier.

Minimum Service Term

The minimum length of time for which a Customer is obligated to pay for service, whether or not retained by the Customer for such minimum length of time.

Monthly Recurring Charges

The monthly charges paid by the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Network Control Signaling

The transmission signals used in the telecommunications network which perform functions such as supervision (control, status and charging signals), address signaling (e.g., dialing), calling and called number identification, and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications network.

Nonrecurring Charge

The one-time initial charge for services or facilities, including but not limited to charges for construction, installation or special fees for which the Customer becomes liable at the time the service order is executed.

Non-Sufficient Funds (NSF) Check

Any negotiable instrument returned by the bank, savings institution, or other eligible institutions which is returned by that institution with one of the following instructions: non sufficient funds, uncollected funds, account closed, account frozen or no account.

LOCAL EXCHANGE SERVICES

1. Definitions (Continued)Not Available (N/A)

Service or rate is not available.

Person

A person, firm, partnership, corporation, association, municipality, organization, government agency, real estate trust, or other legal entity.

Point of Demarcation (Also, see Interface)

The point, usually a Network Interface Device (NID), where Company network services, or facilities terminate and the Company's responsibility for installing and maintaining such services or facilities ends.

Premises (Same)

The term "Same Premises" (except in connection with inside moves) shall be interpreted to mean:

- a. the building or buildings, together with the surrounding land occupied or used in the conduct of one establishment or business, or as a residence, and not intersected by a public thoroughfare or by property occupied by others; or
- b. the portion of the building occupied by the Customer, either in the conduct of his/her business or as a residence, and not intersected by a public corridor or by space occupied by others; or
- c. the building or portion of a building occupied by the Customer in the conduct of his/her business and as a residence provided both the business and residence bear the same street address; or
- d. the continuous property operated as a single farm not intersected by a public thoroughfare.

In connection with inside moves, the term "Same Premises" is to be interpreted to mean the building or portion of a building occupied as a unit by the customer in the conduct of his/her business or residence, or a combination thereof, and not intersected by a public thoroughfare, a corridor or space occupied by others.

LOCAL EXCHANGE SERVICES

1. Definitions (Continued)Registered Equipment

The term "Registered Equipment" as used in this Tariff denotes equipment which complies with and has been approved within the registration provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.

Service Area

The area in which the Company is authorized to provide service.

Serving Central Office

The term "Serving Central Office" denotes the LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Service Connection Charge

The nonrecurring charge a Customer is required to pay at the time of the establishment of telephone service or subsequent additions to that service.

Service Order

The request for the Company's services executed by the Customer and the Company in the format devised by the Company. The acceptance by the Company and the Customer initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

Serving Wire Center

A serving wire center denotes the wire center from which the Customer designated premises would normally obtain dial tone from the Company.

Tariff

The rates, charges and regulations adopted and filed by the Company with the South Carolina Public Service Commission of the State of South Carolina.

LOCAL EXCHANGE SERVICES

1. Definitions (Continued)Termination

Permanent disconnection of telecommunications service.

Termination Charge

A charge applied under certain conditions when a contract for service is terminated by the Customer before the expiration of the minimum contract period.

Touch Tone Calling

Touch Tone Calling provides for the origination of calls by means of instruments equipped for tone-type address signaling and special central office facilities. The service is furnished subject to the availability of the central office facilities. All Local Exchange Service lines will be equipped for Touch Tone Calling except for dial-type lines served from a central office where the special features for Touch Tone Calling Service are not available. In order to produce outward dial capability on such non-Touch Tone dial-type lines, a Touch Tone to Dial Pulse Converter is required.

User or End User

Any person who uses telecommunications services provided by the Company under the jurisdiction of the South Carolina Public Service Commission.

Wire Center

Physical structure that houses one or more central office switching systems.

Voice Grade Facility

A communications path between two points comprised of any form or configuration of physical plant capable of and typically used in the telecommunications industry for transmission within the frequency bandwidth of approximately 300 to 3000 Hertz.

LOCAL EXCHANGE SERVICES

2. General Regulations2.1 Undertaking of the Company2.1.1 Scope

- A. The Company undertakes to provide the services offered in this Tariff under the terms and conditions and at the rates and charges specified.
- B. Service will be provided where facilities, ordering and billing capabilities, and the resale of necessary underlying network elements are technologically available and operationally and/or economically feasible. The furnishing of service under this Tariff is subject to the continuing availability of all necessary facilities.
- C. The Company reserves the right to limit use of facilities, when necessary, due to a shortage of facilities or other cause beyond the Company's control.
- D. The Company's services are available for use twenty-four hours per day, seven days per week.

2.1.2 Use of Service

- A. The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false call or credit cards is prohibited.
- C. The Company does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- D. The Company's services may be canceled, with notice, for nonpayment of uncontested bill charges or for other violations of this Tariff.
- E. The use and restoration of service in emergencies shall be in accordance with the Federal Communications Commission's Rules and Regulations and the Regulations of the Commission which specify the priority system for such activities.

LOCAL EXCHANGE SERVICES

2. General Regulations2.1 Undertaking of the Company2.1.2 Use of Service (Continued)

- F. Telephone facilities are furnished for the use of the subscriber, employees, agents, or representatives of the subscriber or members of the subscriber's domestic establishment. The preceding applies except as the use of the service may be extended, in addition to other services, which may be separately ordered, to the following: patrons of hospitals subscribing to flat or message rate service, patrons of hotels subscribing to message rate service, members of clubs, students living in quarters furnished by schools, colleges, or universities, persons temporarily subleasing a subscriber's residential premises, or subscribers of access line service for Payphone Line Service. If a situation exists where a portion of the customer's telephone service is determined to be Shared Tenant and another portion qualifies as one of the above exceptions (i.e. a retirement home with an infirmary on campus) and all of this customer's service at that location is served by the same system, the appropriate service to the customer would be Shared Tenant Service.
- G. Except as otherwise provided in this tariff, service furnished by the Company is intended only for communications in which the subscriber has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by him from any other person, firm or corporation for such use, or in the collection, transmission or delivery of any communication for others.
- H. Since the subscriber has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of unavoidableness of errors incident to the services and to the use of such facilities of the Company, the services and facilities leased by the Company are subject to the terms, conditions and limitations specified.
- I. Unauthorized Attachments or Connections - No equipment, apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically by induction or otherwise, except as provided in this tariff. In case such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same; or to suspend the service during the continuance of said attachments or connections; or to terminate the service.

The provisions preceding shall not be construed or applied to bar a subscriber from using devices which serve his convenience in his use of the facilities of the Company in the service for which they are furnished under this tariff, provided any such device so used would not endanger the safety of Company employees or the public. Such devices should also not damage, require change in or alteration of, or involve direct electrical connection to (except as provided in Section U2.5.8 following and Section U15 of this tariff), the equipment or other facilities of the Company, or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telephone system or otherwise injure the public in its use of the Company's services.

LOCAL EXCHANGE SERVICES

2. General Regulations2.1 Undertaking of the Company2.1.2 Use of Service (Continued)

J. Devices provided by the subscriber to obtain quietness or privacy may be used in conjunction with the telephone instrument furnished to the subscriber by the Company, provided any such device does not involve direct electrical connection to the equipment of the Company except as provided for in Section U2.5.8 following and Section U15 of this tariff.

K. Except as otherwise provided in this tariff, nothing shall be construed to permit the use of a recording device, or of a device to interconnect any line or channel of the Company with any other communication line or channel of the Company or of any other person.

L. Broadcast of Recordings of Telephone Conversations

The provisions of Section U2.2.3 preceding shall not apply to the broadcasting of a recording of a telephone conversation during the period of recording provided that, in the interest of protecting the privacy of telephone service, the recording is made in accordance with the regulations governing connection with subscriber-provided voice recording equipment.

M. The Company may, without notice, (consistent with governing laws or regulations) block traffic to local telephone exchanges ("NXX exchanges") individual telephone stations, groups or ranges of individual telephone stations, or calls using certain customer authorization codes, whenever the Company deems it necessary to take such action to prevent (1) the unlawful use of service; (2) nonpayment for service; (3) the use of service in violation of this Agreement; or (4) network blockage or the degradation of service furnished to the Customer or other Customers.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.3 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or allocate the use of existing services, or additional services offered by the Company, when necessary because of lack of facilities, or due to other causes beyond the Company's control.
- B. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities, as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.4 Terms and Conditions

- A. Except as otherwise stated in this Tariff, service is provided on the basis of a minimum period of thirty days. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written agreements which shall contain or reference a specific description of the service(s) ordered, the rate(s) to be charged, the duration of the service(s), and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the Tariff, at the expiration of the initial term specified in each written agreement or service order, or in any extension thereof, service shall continue on a month-to-month basis, unless terminated by either party upon thirty days' notice. Any termination shall not relieve the Customer of its obligation to pay any charge incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. This Tariff shall be interpreted and governed by the laws of the State of South Carolina without regard for its choice of laws provision.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.5 Service Connections and Facilities on Customers' Premises

All services provisioned through the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents, vendors or contractors.

The Company does not guarantee availability by any specific date and shall not be liable for any delays in commencing service to any Customer.

The Company shall use reasonable effort to maintain only the services and equipment that it furnishes to the Customer. The Customer or authorized user may not, nor may he permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment used by the Company, except upon the written consent of the Company.

Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.

The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer or authorized user when the service difficulty or trouble report results from the use of equipment or facilities the Customer or authorized user provided.

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.6 Provision of Equipment and Customer Facilities

The Company shall not be responsible for the installation, operation, or maintenance of Customer provided communications equipment. Where such equipment is connected to the services furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services offered under this Tariff and to the maintenance and operation of such services. Subject to this responsibility, the Company shall not be responsible for:

- A. The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- B. The reception of signals by Customer provided equipment.

The Customer or authorized user is responsible for ensuring that Customer provided equipment connected to Company equipment and services is compatible with those of the Company and in compliance with this section. The magnitude and character of the voltages and currents impressed on Company provided services and wiring by the connection, operation, or maintenance of such services and wiring shall be such as not to cause damage to the Company provided services and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

Any special interface equipment necessary to achieve compatibility between the services of the Company and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

The Company may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications carrier which are applicable to such connections.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.6 Provision of Equipment and Customer Facilities (Continued)

A Customer or authorized user may transmit or receive information and signals via the services of the Company. The Company's services are designated primarily for the transmission of voice-grade telephone signals, except as otherwise stated in this Tariff. A Customer or authorized user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephone communication except as specifically stated in this Tariff.

A. Station Equipment

Customer provided terminal equipment on the premises of the Customer or authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer or authorized user. Conformance of Customer provided station equipment with Part 68 of the FCC Rules is the responsibility of the Customer.

B. Inspections

Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or authorized user is complying with the requirements set forth above for the installation, operation, and maintenance of Customer provided facilities, equipment, and wiring in the connection of Customer provided facilities and equipment to Company owned facilities and equipment.

If the protective requirements for Customer provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action the Company deems is necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.6 Provision of Equipment and Customer Facilities (Continued)C. Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's services or underlying carrier's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

2.1.7 Maintenance and Repairs

All ordinary expense of maintenance and repairs, unless otherwise specified in this tariff, is borne by the Company. In case of damage, loss, theft or destruction of any of the Company's property due to the negligence or willful act of the subscriber or other persons authorized to use the service and not due to ordinary wear and tear or causes beyond the control of the subscriber, the subscriber shall be required to pay the expense incurred by the Company in connection with the replacement of the property damaged, lost, stolen, or destroyed or the expense incurred in restoring it to its original condition.

2.1.8 Work Performed Outside Regular Working Hours

The rates and charges specified in this tariff contemplates that all work in connection with furnishing or rearranging service is to be performed during regular working hours. Whenever a subscriber requests that work necessarily required in the furnishing or rearranging of his service be performed outside the Company's regular working hours or that work once begun be interrupted so that the Company incurs costs that would not otherwise have been incurred, the subscriber may be required to pay, in addition to the other rates and charges specified in this tariff, the amount of additional costs incurred by the Company as a result of the subscriber's special requirements.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.2 Limitation of Company's Liability2.2.1 General

- A. Because the customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this Tariff and to such particular terms, conditions, and limitations as set forth in the special rules and regulations applicable to the particular services, functions, and products furnished under this Tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
- B. The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances, if any for interruption. The credit will be equal to a prorated portion of the monthly recurring charge for all services interrupted. The extension of such allowances for interruption shall be the sole remedy of the Customer or authorized user and the sole liability of the Company. The Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.
- C. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.

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2. General Regulations (Continued)2.2 Limitation of Company's Liability (Continued)2.2.1 General (Continued)

- D. Due to the interdependence among telecommunications providers and the interrelationship with non-Telephone Company processes, equipment and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by: (1) the customer; (2) other telecommunications providers; or (3) customer premises equipment. In addition, the Company does not ensure compatibility between Company and non-Telephone Company services used by the customer.
- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Tariff section as a condition precedent to such installations.
- F. The Company is not liable for any defacement of or damage to the premises of a customer, end-user, or authorized user, resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- G. The Company shall not be liable for any damages resulting from delays in meeting any service dates.
- H. The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring.
- I. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein.

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.2 Limitation of Company's Liability (Continued)2.2.1 General (Continued)

- J. Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions of this Tariff.
- K. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered until this Tariff.
- L. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Company's services provided under this Tariff, including, without limitation, Workmen's Compensation claims, actions for unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.
- M. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this Tariff.

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.2 Limitation of Company's Liability (Continued)2.2.2 N11 Liability

- A. N11 Services (i.e. 911, 711, etc.), except for 411, are offered solely as an aid in handling assistance calls in connection with fire, police and other emergency and non-emergency calls. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person for personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by:
1. mistakes or omissions, interruptions, delays, errors or other defects in the provision of service; or
 2. installation, operation, failure to operate, eminence, removal, presence, condition, local or use of any equipment and facilities furnishing this service; or
 3. any person who dials or attempts to dial the digits "9-1-1" or to any person who may be affected by the dialing of the digits "9-1-1".
- B. The Company is not responsible for any infringement, or invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service and non-emergency N11 service features and equipment associated therewith, or by any services furnished by the Company, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, to the employees or agents of any one of them.

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.2 Limitation of Company's Liability (Continued)2.2.2 N11 Liability (Continued)

- C. When a customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local government authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this Tariff, the Customer acknowledges and agrees with the release of information as described above.
- D. The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms set forth in this section and other sections of this Tariff. The Company shall not be liable to any person or entity for any damages whatsoever resulting from or in connection with the provision of access to 911 Service during the temporary denial of a residential subscriber service for non-payment.

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.2 Limitation of Company's Liability (Continued)2.2.3 Directory Errors and Omissions

- A. No liability for damages arising from errors or omissions of non-chargeable directory and/or "Information" listings shall be attached to the Company. In the case of chargeable listing, the liability of the Company shall be limited to and satisfied by a refund or credit at the monthly rate for each chargeable listing for each billing period during which the error or omission continues. In accepting listings as prescribed by applicants or subscribers, the Company will not assume liability for the result of their publication in its directories, nor will the Company be a party to controversies arising between subscribers or others as a result of listings published in its directories.
- B. The Customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whether suffered, made instituted or asserted by the customer or any other person, caused or claimed to have been caused directly or indirectly by the publication of a non-published telephone number or the disclosure or nondisclosure of said number to any person. If any action of the Company results in the publication of the unauthorized disclosure of a non-published number, the Company will, at the Customer's request, change the number without charge and refund any non-published number charges for the period of time during which the number was disclosed. For the purposes of this Tariff, non-published information is defined to include the name, address and telephone number of non-published Customers.

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.3 Prohibited Uses

The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.

The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this Tariff. The Customer shall not, without prior written consent of the Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, or disposition without consent shall be null and void.

The Company may require a Customer to immediately cease its transmission of signals if said transmission is causing interference to others.

A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

A Customer or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.4 Obligations of the Customer2.4.1 Customer Responsibilities

The Customer shall be responsible for:

- A. The payment of all applicable charges as set forth in this Tariff;
- B. Damage or loss of the Company's or underlying carrier's facilities or equipment caused by the acts or omissions of the Customer or authorized user, or the non-compliance by the Customer or authorized user with these regulations, or by fire or theft or other casualty on the premises of the Customer or authorized user unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. Providing, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company services or underlying facilities and equipment installed on the premises of the Customer or authorized user and the level of heating and air conditioning necessary to maintain the proper environment on such premises;
- D. Obtaining, maintaining, and otherwise having full responsibility for all rights of way and conduit necessary for installation of facilities and associated equipment used to provide service to the Customer or authorized user from the point of entry to the termination point of the Customer's premises. Any and all costs associated with obtaining and maintaining the rights of way described herein, including the costs of altering the structure to permit installation of the Company or underlying carrier provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.4 Obligations of the Customer (Continued)2.4.1 Customer Responsibilities (Continued)

- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if harm to the Company's employees or property might result from installation or maintenance by the Company;
- F. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible, and obtaining permission for Company agents or employees to enter the premises of the Customer or authorized user at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the services or equipment of the Company;
- G. Making Company services and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;
- H. Keeping the Company's and its agents, contractors, and vendors equipment and facilities located on the Customer's premises or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or from the locations of such equipment and facilities.

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.4 Obligations of the Customer (Continued)2.4.2 Claims

- A. The Customer or authorized user shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent infringement and proprietary or intellectual property rights of third parties arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer or authorized user furnished or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorney's fees and court costs), or liability arising out of any Commission or omission by the Customer or authorized user in connection with the service. In the event that any such infringing use is enjoined, the Customer or authorized user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or authorized user shall defend, on behalf of the Company and upon request by the Company, any suit brought for claims asserted against the Company for any slander, invasion of privacy, libel, infringement, or other claims arising from the Customer's own communications.
- B. The customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.4.3 Unusual Risk

In the event an application for service asks for installation of service under circumstances which present an unusually high risk of loss or damage to either the Company, its employees or property, or to the applicant's person or property; the Company may require written agreement by the applicant, as a condition of proceeding, that the applicant hold the Company harmless for any loss or damage resulting therefrom, or in lieu thereof the Company may require the applicant to take such action as is necessary to bring the risk of loss or damage to normal level.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.5 Application for Service2.5.1 General

- A. The Company will accept an oral or written application from a Customer requesting to obtain service, or additions to or changes in the existing service of such Customer. The Customer will also be required to execute any other documents as may be reasonably requested by the Company. An applicant for service agrees to pay all charges against such service made in accordance with the provisions of the Tariffs.
- B. An application is merely a request for service and does not in itself bind the Company to provide service.
- C. An applicant for service must pay all previous indebtedness to the Company for telephone services before service will be furnished.
- D. The Company may refuse to furnish service to any applicant for delinquency of a previous occupant of the premises to be served if the previous occupant shall benefit from such new service, or if the new occupant shall benefit from such old service; regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.
- E. If telephone service is established and it is subsequently determined that either condition in d. preceding exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.
- F. When service has been ordered for the specific needs of a subscriber and the installation thereof is unduly delayed by or at the request of the subscriber, appropriate charges apply for the period of the delay.
- G. When a subscriber requests a change in location of all or a part of the facilities covered by his application for service or requests for additions, rearrangements or modifications of his existing service prior to completion of the work involved, he is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.5 Application for Service (Continued)2.5.2 Initial Service Periods

Except as otherwise provided, the initial (or minimum) period for all services and facilities is one month at the same location.

The length of contract period for directory listings, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers.

2.5.3 Cancellation of Application for Service

When an application for service and facilities or requests for additions, rearrangements, relocations or modifications of service and facilities are canceled in whole or in part prior to completion of the request, the applicant is required to reimburse the Company for all expense incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request had been completed.

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.5 Application for Service (Continued)2.5.4 Residential Customers

Generally, residential rates apply at residential locations. The determination as to whether the Customer's service should be classified as residential is based on the character of use to be made of the service. Residential rates apply for:

1. Private residence locations including all parts of the subscribers establishment where service is furnished for domestic use.
2. Subscribers residing in private apartments in hotels, clubs, hospitals, and boarding houses who request their own individual residential service when business listings are not employed.
3. Subscribers residing in college sorority or fraternity houses who order their own individual residence service for their rooms.

2.5.5 Business Customers

Business rates apply whenever the use of the service is primarily or substantially of a business, professional institution or otherwise occupational nature, or where the listing required is such as to indicate business use. Business rates apply for:

1. Offices, stores, factories, boarding houses, offices of hotels and apartment houses, colleges, public private or parochial schools, hospitals, nursing homes, libraries, institutions, churches and all other places of strictly business nature.
2. Any location where a business designation is provided or when any title indicating a trade, occupation or profession is listed.
3. Service terminating solely on the answering service facilities of a telephone answering firm will carry business rates.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)

2.6 Contracts

2.6.1 Contracts for telecommunications service will not be required as a special condition to service except:

- A. As may be required by regulations as set forth in the regular schedule of rates and regulations approved or accepted by the Commission.
- B. In the case of temporary service or service to speculative projects or risk services, in which case a contract may be required for the period of time such service is required.
- C. Rates for special pricing arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service(s) offered under this Tariff. Rates quoted in response to competitive requests may be different than those specified for such in this Tariff.

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.7 Payment Arrangements2.7.1 General

- A. The Customer is responsible for payment of all charges for services furnished, including charges for services originated, or charges accepted. This Customer responsibility also includes charges associated with the fraudulent use of services by the Customer or any end users of the Customer.
- B. The Customer shall pay the amount(s) as specified in the Tariff for the Services. Fixed recurring charges shall be billed in advance after the service date is activated and will be due no later than the bill due date specified on the invoice.
- C. Variable recurring charges and other charges shall be billed as incurred, and will be due no later than the bill due date. Any amount not received within this period will be subject to the Company's late payment charge. The Customer agrees to review each invoice promptly and to notify the Company of any discrepancies within thirty days of receipt of each invoice. In the event the Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of the Customer's usage of Services during the period in question for billing purposes.
- D. Any prorated bill shall use a thirty-day month to calculate the prorated amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.
- E. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed, or in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.7 Payment Arrangements (Continued)2.7.2 Billing and Collection of Charges

Bills are due and payable on the due date displayed on the Customer's bill. A late payment charge, as described in Section 2.7.3 will be applied if payment is not received by the Company on or before the due date.

2.7.3 Late Payment Charge

A late payment charge of 1.5 percent per month shall apply to each Customer's bill when the previous month's bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current bill.

A Customer shall not be liable for any Late Payment Charge applicable to a disputed portion of that Customer's bill, so long as the Customer pays the undisputed portion of the bill and enters into bona fide negotiations to resolve the dispute.

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.7 Payment Arrangements (Continued)2.7.4 Non-Sufficient Funds Charge

Any negotiable payment instrument submitted in payment for services and subsequently returned to the Company by the Customer's financial institution for "Non-Sufficient Funds" (NSF) or other reasons will incur a nonrecurring charge per Customer, per negotiable payment instrument.

Receipt of a Non-Sufficient Funds Check by the Company, in response to a notice of discontinuance, shall not constitute payment of the Customer's account and the Company will not be required to issue additional notice prior to discontinuance. However, three banking days must be allowed for redemption of such instrument.

Per NSF Check
\$20.00

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.7 Payment Arrangements (Continued)2.7.5 Disputed Bills

In case of a billing dispute between the Customer and the Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, the Customer can follow these procedures:

- A. The Customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount.
- B. The undisputed portion of the bill must be paid by the Due By Date shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending disconnection.
- C. If there is still disagreement after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision. To avoid disconnection of service, the Customer must submit the claim with the Commission within five calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such claim must be made or service will be interrupted.
- D. The Company will not disconnect the Customer's service for nonpayment as long as the Customer complies with B. and C. above.
- E. After the investigation and review are completed by the Company as noted in A. above, if the Customer elects not to make a claim with the Commission, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within five calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.7 Payment Arrangements (Continued)2.7.6 Credit

The Company, in order to assure payment by the Customer of charges for service or for loss of or damage to Company property, will require applicants and Customers to establish and maintain credit.

The establishment or re-establishment of credit as provided in this section shall not relieve the applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills, and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

In order to insure the payment of all charges due for its service, or for loss of or damage to Company property, the Company may require any applicant or Customer to establish and maintain credit by providing information pertinent to the applicant's credit standing.

Telephone Customer credit information will be exchanged between telephone companies and other utilities. Customer credit information will be retained for three years.

If an applicant for service is unable to provide satisfactory credit information, the Company may refuse to provide service unless the Customer agrees to handle payments through a commercial credit card arrangement acceptable to the Company.

2.7.7 Advance Payments

- A. An applicant for service or facilities may be required to pay in advance of installation an amount not to exceed applicable service connection, installation or other nonrecurring charges plus charges for one (1) month of service. Where construction charges are applicable the payment thereof may be required in advance of start of construction.
- B. For the service connection portion above, customers who are not required to pay a security deposit as provided for in 2.7.8 following, may pay the applicable service connection charges in three (3) interest-free monthly payments.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.7 Payment Arrangements (Continued)2.7.8 Deposits

- A. The Company may require from any customer or from any prospective customer, a deposit intended to guarantee payment of bills for service, if any of the following conditions exist:
- (1) The customer's past payment record to a telephone utility shows delinquent payment practice, i.e., customer has had two (2) consecutive 30-day arrears, or more than two (2) non-consecutive 30-day arrears in the past twenty-four (24) months, or has been sent four (4) or more late payment notices in the past nine (9) months or
 - (2) A new customer cannot furnish either a letter of good credit from a reliable source or an acceptable co-signer or guarantor on the same system within the State of South Carolina to guarantee payment, or
 - (3) A customer has no deposit and presently is delinquent in payments, i.e., customer has had two (2) consecutive 30-day arrears, or more than two (2) non-consecutive 30-day arrears in the past twenty-four (24) months, or customer has been sent four (4) or more late payment notices in the past nine months, or
 - (4) A customer has had his service terminated for non-payment or fraudulent use.
- B. For a new customer, a maximum deposit may be required up to an amount equal to an estimated two (2) months (60 days) bill. For an existing customer who does not at that time have a deposit with the telephone utility, a maximum deposit may be required up to an amount equal to the total actual bills of the highest two (2) consecutive months within the preceding six (6) months. All deposits may be subject to review based on the actual experience of the customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and the payment habits of the customer.

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.7 Payment Arrangements (Continued)2.7.8 Deposits (Continued)

- C. Interest at the rate of three and one-half (3.5) percent per annum on deposits is allowed to the subscriber during the continuance of the deposit. If held until discontinuance, such deposit and accrued interest, less any and all amounts then due, is upon such discontinuance returnable to the subscriber.
- D. The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation, nor constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.8 Discontinuance of Service2.8.1 Suspension or Termination of Service for Nonpayment

In the event that any bill rendered is not paid in full, the Company may suspend or terminate service in accordance with the rules of the State of South Carolina. If service is suspended or terminated for nonpayment, the Customer will be billed a Service Restoration Charge as well as any payment due upon reconnection of service.

The Company may discontinue service to a Customer after it has mailed or delivered by other means a written notice of discontinuance. Service shall not be discontinued until at least five days after delivery of this notice. The notice of discontinuance shall be delivered separately from any other written matter or bill.

Service will be terminated only on Monday through Thursday between the hours of 8:00 A.M. and 4:00 P.M., unless provisions have been made to have someone available to accept payment and reconnect service.

2.8.2 Fraud

The Company shall have the right to refuse or discontinue service, without advance notice, if the acts of the Customer indicates intention to defraud the Company. This includes fraudulently placing and receiving calls and/or providing false credit information. The customer will be liable for all related costs and will be responsible for payment of any reconnection charges.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.8 Discontinuance of Service (Continued)2.8.3 Termination for Cause Other than Non-Payment

Upon condemnation of all or any material portion of the facilities used by the Company to provide service to a Customer, or in the event a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service under this Tariff without incurring any liability.

Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition therefore within the time permitted by law, the Company may immediately discontinue or suspend service under this Tariff without incurring any liability.

If all or any portion of the facilities or associated equipment used to provide service to the Customer shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, Company shall be entitled to elect to terminate service upon written notice to Customer.

Service may be terminated immediately if the Customer is using the service in violation of this Tariff or if the Customer is using the service in violation of the law.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.8 Discontinuance of Service (Continued)2.8.4 Cancellation by CustomerA. Cancellation of Application for Service

When the Customer cancels an application for service prior to the start of service, no charges will be imposed except for those specified below.

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

Where the Company incurs any expense for the installation of special arrangement of facilities or equipment, and before the Company receives a cancellation notice from the Customer, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on elements such as the cost of the equipment, facilities, and material; the supervision, general and administrative expense; return on investment, and any other costs associated with the special arrangements.

B. Discontinuance of Service

Customers are responsible for notifying the Company of their desire to discontinue service thirty days before the date of disconnection. Customers may cancel service verbally or in writing. The company shall hold the customer responsible for payment of all charges, including fixed fees, surcharges, etc. which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire account disconnected, including any secondary line and all associated features and services.

2.9 Notices

Notice shall be deemed properly given if delivered in person or when deposited with the U.S. Postal Service.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.10 Taxes, Fees and Surcharges

The customer is responsible for payment of any sales, use, gross receipts, excise, access, or other local, state, and federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of services. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers in the affected jurisdictions.

2.10.1 State Universal Service Assessment

The Telephone Company will assess a fee to support Universal Service in South Carolina. This fee, calculated by the Public Service Commission of South Carolina, will be percentage of the regulated end user retail revenue. It is in addition to the monthly access line rates in this Tariff.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.11 Provision and Ownership of Directories

The Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold the Company free and harmless of any claims, loss, damage or liability which may result from the use of such listing. The Company does not undertake to determine the legal, contractual or other right to use of a name to be listed in a telephone directory of the Company.

The Company, in contract with the directory provider, distributes to its Customers without charge such directory information which in its opinion is generally necessary for the efficient use of the service. Any additional directories or information requested by a Customer will be furnished without additional charge where, in the opinion of the Company, such provision will lead to a more efficient use of the service by that particular Customer.

2.11.1. Provision

Directories are regularly furnished to Customers as an aid to the use of telephone services. The Company shall have the right to charge for directories issued in replacement of directories lost, destroyed, defaced, or mutilated while in possession of Customer.

2.12 Provision and Ownership of Telephone Numbers

The Customer has no property right in the telephone number or any right to continuance of service through any particular office. The Company may change the telephone number or the central office designation, or both, of a Customer whenever it is deemed desirable in the conduct of its business.

The numbers will not be changed as a penalty or to enforce payment for directory advertising charges. Changes may be made if required for engineering or technical reasons.

2.13 Assignment or Transfer

All service provided under this Tariff is directly or indirectly controlled by the Company, and the customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this Tariff and any other contract between the Company and the customer shall apply to all such permitted transferees or assignees.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.14 Network Interface Device

- 2.14.1 The Network Interface Device or NID provides an interface or demarcation point for the connection of the customer premises inside wire and consists of a miniature modular standard jack and is provided as part of the Exchange Access Line. The NID will be installed at the customer's premises at a location determined by the Company which is accessible to the customer. The normal location of the standard NID would be in close proximity to the protector or equivalent where the Company facilities enter the customer's premises, wherever practicable.
- 2.14.2 Customer premises inside wire is defined as that wire, including connectors, blocks and jacks, within a customer's premises that extends between the termination of the Exchange Access Line and those standard jack locations within the customer's premises to which terminal equipment can be connected for access to the Exchange Access Line.

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.15 School and Library Discounts

Pursuant to FCC Docket No. 96-45, FCC 97-157 (Universal Service Order), schools and libraries may be eligible for reduced rates funded by the federal universal service fund.

2.15.1 General

The Universal Service Support Mechanism was established to ensure affordable telecommunications service to all Americans including low-income consumers and eligible schools and libraries. Public and private schools (grades Kindergarten - Twelve) and public libraries, may be eligible for discounts (Support) through the Schools and Libraries Universal Service Support Mechanism (E-Rate Program) in connection with the purchase of Sprint services and equipment (Service). In addition, these Customers may be eligible for state or local corollaries to the E-Rate Program.

2.15.2 Application for SupportA. E-Rate Program

The Customer will abide by all E-Rate Program rules for receipt of Support. The Customer is responsible for applying to the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (or other authorized E-Rate Program administrator) for Support from the E-Rate program each year the Customer is eligible for the Support. The Customer will notify Sprint in writing within 30 days of its receipt of a Funding Commitment Decision Letter from the SLD along with a copy of the notice and other relevant documentation as requested by Sprint.

B. Other Funding Sources

The Customer is responsible for applying for Support from state and/or local administrators (Funding Sources). The Customer will notify Sprint in writing within 30 days of its receipt of a Support commitment from such Funding Sources and will include a copy of its application, Funding Source Support documentation, and other relevant documentation as requested by Sprint.

LOCAL EXCHANGE SERVICES

3. Service Area

- 3.1 Sprint provides Local Exchange Service in the areas as defined below, where necessary underlying network elements are reasonably available to the company on terms that are both technically and economically feasible. As technical and/or economic feasibility allows, this section will be modified to reflect additional areas in which Sprint will offer local exchange service.

1. Exchange Areas for Local Exchange Services

Sprint provides residential Local Exchange Services as specified in Section 4 or business Local Exchange Services as specified in Section 5 in all or a portion of the following exchanges:

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.15 School and Library Discounts (Continued)2.15.4 Failure to Obtain Support

- A. The Customer will reimburse Sprint if the FCC, SLD or Funding Sources fail to do so or if the FCC, SLD or Funding Sources reclaim any portion of Support sent to Sprint on Customer's behalf. Customer will not be responsible for Support withdrawn due to Sprint's material failure to provide Service.
- B. Sprint is not responsible for the Customer's compliance with FCC, SLD or Funding Source rules and regulations, the Customer's applications for Support, or any decisions or actions by the FCC, SLD or Funding Sources with respect to the Customer.
- C. For Service agreements of more than one year, the Customer may not terminate the Agreement based solely on its failure to receive Support.

2.16. Promotional Offerings

The Company may, from time to time, engage in special promotional service offerings designed to attract new Customers or to increase existing Customers awareness of a particular tariff offering. These offerings may be limited to certain dates, times and/or locations. All promotional offerings will be submitted to the Commission for prior review and will be limited in terms of length of time offered.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.15 School and Library Discounts (Continued)2.15.3 Receipt of SupportA. E-Rate Program

The Customer will pay, in full, all invoices issued by Sprint prior to Sprint's receipt of notification from the Funding Source acknowledging the Customer's receipt of Service. Upon notification, Sprint will apply discounts to the Customer's invoices or reimburse the Customer according to the Funding Commitment Decision Letter. The Customer is responsible to apply for SLD reimbursement (instead of receiving discounted Sprint bills) for all eligible customer premise equipment rentals or other financed arrangements. Sprint reserves the right to require the Customer to seek SLD reimbursement (instead of receiving discounted Sprint bills) if the Customer has not received its Funding Commitment Decision Letter from the SLD by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by the SLD funding year. Sprint will either apply a credit to the Customer's account or provide the Customer with a check corresponding to the appropriate amount of Support based on Service received.

B. Other Funding Sources

The Customer will pay, in full, all invoices issued by Sprint prior to Sprint's receipt of notification from the Funding Source acknowledging the Customer's receipt of Service. Upon notification, Sprint will apply discounts or reimburse the Customer for Service delivered corresponding to the Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Funding Source funding year. Sprint may reimburse the Customer with a credit to the Customer's account or with a check corresponding to the appropriate amount of Support based on Service received.

LOCAL EXCHANGE SERVICES

3. Service Area (Continued)

3.2 Local Calling Areas

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